

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK

-----X Case No. 07-11068 (REL)  
In re:  
HIGHGATE LTC MANAGEMENT, LLC, et al.,  
Debtors.  
-----X  
Chapter 11  
(Jointly Administered)

**ADMINISTRATIVE EXPENSE PROOF OF CLAIM**

1199SEIU United Healthcare Workers East (“1199” or “Claimant”), by and through its counsel of record, hereby submits this Administrative Expense Proof of Claim, and states as follows:

**Background**

1. On or about April 16, 2007 (“Petition Date”), the Debtors each filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code (“Code”).
2. On or about July 15, 2009, the Court, upon the request of the trustee of the Debtor’s estates (the “Trustee”), issued an Order establishing August 20, 2009, as the deadline to file claims for all administrative expenses, for all claims arising through and including July 20, 2009.
3. 1199 is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act, as amended, 29 U.S.C. § 153(5) (the “NLRA”) and maintains its principal place of business at 155 Washington Avenue, Albany, NY 12210-2329.
4. Pursuant to Section 9(a) of the NLRA, 1199 is the exclusive representative of 1199 bargaining unit employees (“Employees”) at Northwoods at Rosewood Gardens

(“Rosewood Gardens”), a nursing home operated by Highgate LTC Management, LLC and Highgate Manor Group, LLC (collectively “Debtors”).

5. Rosewood Gardens and 1199 are parties to a Collective Bargaining Agreement (“CBA”) for the term of January 1, 2006 through December 31, 2009. A copy of the CBA is attached hereto as Exhibit A.

### **The Claim**

6. Pursuant to the terms of the CBA, the Debtors were required to pay a certain percentage of each eligible Employee’s monthly health insurance premium. See Exhibit A, p. 21.

7. In or around February 2006, a dispute arose between the Union and the Debtors regarding the Debtors’ alleged failure to properly calculate and pay their portion of the monthly health insurance premiums. Pursuant to the CBA, the Union filed a grievance and submitted the matter for arbitration (“Health Insurance Arbitration”).

8. On or about August 3, 2006, 1199 and the Debtors entered into a settlement agreement (“Settlement Agreement”) to resolve the Health Insurance Arbitration. A copy of the Settlement Agreement is attached hereto as Exhibit B.

9. Pursuant to the terms of the Settlement Agreement, the Debtors were required to contribute a certain percentage of each Employee’s monthly insurance premium.

10. On information and belief, since at least the Petition Date, the Debtors miscalculated the amounts that they and certain Employees were to pay towards the monthly insurance premiums.

11. Based upon the foregoing, 1199 submits this Administrative Expense Claim against the Debtors on behalf of all former and current 1199 bargaining unit members employed at Rosewood Gardens:

- a. The Debtors miscalculated the amounts that they and the Employees were to pay towards the monthly health insurance premiums and deducted the wrong amounts from certain Employees' wages. Accordingly, Claimant submits an unliquidated Administrative Expense Claim on behalf of the Employees for all insurance premiums that were improperly deducted from the Employees' wages, the precise amount of which is not known to Claimant at this time, as the Debtors are required to provide the information needed to calculate the amounts due, but has not done so at this time. However, the amount due can be readily calculated once the Debtors provide the necessary documents, and 1199 will amend its claim once the amounts due are determined. Claimant's claim based on the improperly deducted insurance premiums is entitled to treatment as an administrative expense under Code § 503(b)(1)(a)(i).

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Reservations

12. Claimant reserves the right to file further claims based upon any conduct of the Debtors occurring after the date hereof.

CLAIMANT RESERVES THE RIGHT TO AMEND, MODIFY OR SUPPLEMENT THIS CLAIM.

Dated: August 19, 2009  
New York, New York

1199SEIU UNITED HEALTHCARE WORKERS EAST

By: \_\_\_\_\_ /s/

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**EXHIBIT A**

Collective Bargaining Agreement

between

Northwoods at Rosewood Gardens

and

1199 SEIU  
United Healthcare Workers East  
1/1/06-12/31/09

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Northwoods at Rosewood Gardens - Collective Bargaining Agreement

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#### **RECOGNITION - THE COLLECTIVE BARGAINING UNIT**

1. The employer recognizes the Union as the collective bargaining representative of all of the Employees in the bargaining unit stipulated to in NLRB Case # 3-RC-11224 (attached).
2. Whenever the word "Employee" is used in this agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this agreement.
3. Employees who are employed 36 hours shall receive fulltime benefits as defined herein.
4. Part-time employees who are employed less than 36 hours but more than 18.75 hours shall receive prorated benefits as defined herein.
5. Any Part-time employee working less than 18.75 hours per week, shall receive no benefits.
6. Per Diem employees shall receive no fringe benefits and be paid an hourly rate differential.

#### **NO DISCRIMINATION**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account race, color, creed, national origin, political belief, sex, sexual orientation, union activity, age, or any of other category included in applicable law.
2. No Sexual Harassment:
  - a. The Employer will instruct its supervisory and managerial staff that sexual harassment will not be permitted or tolerated.
  - b. All staff will receive regular periodic updates on sexual harassment policy, standards of acceptable (and unacceptable) behavior and consequences for violations of policy.

#### **UNION ACTIVITY, VISITATIONS AND BULLETIN BOARDS**

1. A staff representative of the Union, upon reasonable notice, shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter the facility of the employer for this purpose, they shall first advise the Administrator or the Administrator's designee. Such visits shall not interfere with the operation of the Employer. The employer shall provide a reasonable location for such visitation which may include the cafeteria.
2. The Employer shall provide Bulletin Board space, which shall be used for the purpose of posting proper Union notices. Such Bulletin Board space shall be readily accessible to workers in the course of employment. Notices shall not be of a derogatory nature or be critical of the employer or its agents.
3. Effective the date of the contract, the Union will provide a listing of its representatives at Northwoods at Rosewood Gardens, including delegates, to the Employer and annually thereafter. In the event the Union changes its representatives at Northwoods at Rosewood Gardens, the Union shall promptly notify, in writing, the Employer of such changes.
4. The work schedule of a maximum of four (4) Employees designated by the union as delegates shall be adjusted to permit attendance at bimonthly delegate assembly meetings and one (1) general assembly meeting per year, providing the Employer's operation shall not be impaired. The Employer shall receive at least four (4) weeks written notice of the meeting dates and the name of the delegates involved.
5. The Nursing Home shall provide the Union an opportunity at the Nursing Home's orientation for a period of ten (10) minutes to present information and obtain sign off on dues check off for newly hired employees. Employees employed in positions covered by the 1199 SEIU collective bargaining agreement will be informed that time spent at the Union's presentation shall be unpaid.

## PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. The Employer may request one (30) thirty day extension of the probation period which request the Union shall not unreasonably deny.
  2. Where the new Employee being trained for a job spends less than twenty-five percent (25%) of their time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.
  3. The probationary period for part-time Employees whose regularly scheduled workweek is less 37½ hours but more than 18.75 hours of the regular workweek applicable to their job classification shall be four (4) consecutive months.
  4. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.
3. Part-time employees who are employed on a 0.50 FTE or more shall receive pro-rated paid time off benefits as defined in a specific article. Any part-time employee, who, for a six (6) consecutive month period, is paid an average number of hours per pay period greater than the FTE for which they were hired, may request to be adjusted to the nearest FTE equivalent of their weekly average based on the formula below. If work is available they will be adjusted to this greater FTE level and be credited with this past six (6) month level of paid time off benefits. When adjusted to this new level of FTE, they will be scheduled accordingly for at least the next six (6) months. If work is not available at the requested level, the employee will be credited with the past six (6) months level of benefit and continue their past FTE level.
  4. Any part-time employee who, for a six (6) consecutive month period, is paid an average number of hours per pay period less than the FTE for which they were hired may be adjusted to the nearest FTE equivalent of the weekly average based on the formula below and begin earning paid time off benefits, if applicable, at this lower level effective the first pay period after this six (6) month period.
5. Formula:

6 months average hours paid per week	FTE and Level of Prorated Benefits
.50 to .52 (18.75 hrs to 19.50 hrs)	.50
.53 to .60 (19.51 hrs to 22.50 hrs)	.55
.61 to .70 (22.51 hrs to 26.25 hrs)	.65
.71 to .80 (26.26 hrs to 30.00 hrs)	.75
.81 to .90 (30.01 hrs to 33.75 hrs)	.85
.91 to .96 (33.76 hrs to 36.00 hrs)	.95
.97 to 1.00 (36.01 hrs to 37.50 hrs)	1.00
  6. Employees working less than 18.75 hours per pay period shall receive no benefits.

## CATEGORIES OF EMPLOYEES

1. An Employee who is employed (per employer FTE status form) for 3.75 hours per pay period or works three (3) - 12 hour shifts (36 hours) shall be classified as a fulltime Employee.

**CATEGORIES OF EMPLOYEES - continued.**

7. Per Diem employees are not eligible for time-off benefits or other fringe benefits. Per diem employees will be granted hours based on seniority, provided requests for time (availability notice) are received in a timely manner, normally four weeks prior to posting.
8. Agency/Temporary Workers:
- a. Temporary and/or agency Employees may be used to perform bargaining unit work on special projects and to fill assignment vacancies created by absences of bargaining unit Employees or during recruitment periods (or as long as the Employer cannot recruit and fill the position, using its best efforts to recruit, with another individual at normal posted wage rates). If after four (4) months the position cannot be filled, the position can be changed to part-time or other status (as needed) to fill that position. The Employer will send a list of vacancies to the Union, who will have five (5) days to provide a list of potential applicants. If they are not acceptable candidates, the Employer will be granted an additional three (3) months to utilize temporary and/or agency employees. This three (3) month extension will be continuous until the positions are filled.
  - b. Temporary or agency Employees may be utilized for special projects. If a special project involving bargaining unit work lasts for more than three (3) months, the position will be filled as a bargaining unit position at the end of this three (3) month period, using the seniority provisions of this contract and the Employer's regular recruitment procedures. Seasonal Employees hired in maintenance, grounds and office are excluded from this three-month limitation.
  - c. Temporary employees, who are replacing a bargaining unit Employee for an extended leave would become a member of the bargaining unit after 90 days but would serve in a capacity without fringe benefits.
5. For the purpose of promotion or filling of bargaining unit vacancies where qualifications, skills, ability, experience, and work record are substantially equal, seniority will prevail.
6. Promotions and filling bargaining vacancies:
- a) When a promotion or bargaining unit vacancy is to be filled, the Employer shall post a notice of such action on a bulletin board ordinarily used for such notices for a period of not less than (5) five calendar days prior to filling such vacancies.
  - b) When an employee is promoted to a higher paying job -classification, the employee shall receive the minimum hourly rate for the new job classification or receive a minimum of 50¢ per hour, whichever is greater.
  - c) An Employee who changes job classifications shall serve a ninety (90) day probationary period. Such Employee shall be covered by the Probationary Section.
  - d) If the employee is removed during the probation period, for any reason besides abuse or other activity which would give cause for immediate termination, the employee shall be returned to their former job, without loss of seniority, pay or benefits. An Employee may request to return to their previous classification during their probationary period without loss of previous seniority, pay rate or benefits.

**SENIORITY**

1. Definition: Seniority is defined as the length of time an Employee has been continuously employed by this employer in a position covered by this Agreement, including time prior to the existence of this Collective Bargaining Agreement. Employee seniority shall be prorated based on 1950 hours worked, equalling one (1) full year of seniority under this article.
2. An Employee's seniority shall commence after the completion of their probationary period and shall be retroactive to their date of hire.
3. Employees placed on an approved Leave of Absence by the Employer, shall continue to accrue seniority.
4. Loss of Seniority. An Employee's seniority shall be lost when he/she:
  - a) is discharged
  - b) terminates voluntarily
  - c) wilfully exceeds an approved leave of absence
  - d) is on layoff for a period of over 12 consecutive months
  - e) fails to report to work on a recall from layoff, within five (5) days after the Employer has sent notice to him/her to return, by letter at the last address furnished to the Employer by the Employee.
5. For the purpose of promotion or filling of bargaining unit vacancies where qualifications, skills, ability, experience, and work record are substantially equal, seniority will prevail.
6. Promotions and filling bargaining vacancies:
  - a) When a promotion or bargaining unit vacancy is to be filled, the Employer shall post a notice of such action on a bulletin board ordinarily used for such notices for a period of not less than (5) five calendar days prior to filling such vacancies.
  - b) When an employee is promoted to a higher paying job -classification, the employee shall receive the minimum hourly rate for the new job classification or receive a minimum of 50¢ per hour, whichever is greater.
  - c) An Employee who changes job classifications shall serve a ninety (90) day probationary period. Such Employee shall be covered by the Probationary Section.
  - d) If the employee is removed during the probation period, for any reason besides abuse or other activity which would give cause for immediate termination, the employee shall be returned to their former job, without loss of seniority, pay or benefits. An Employee may request to return to their previous classification during their probationary period without loss of previous seniority, pay rate or benefits.

**SENIORITY – continued**

**7. Layoff**

- a) In the event of a layoff, temporary and agency workers will be terminated within the affected classifications then, probationary Employees shall be laid off prior to non-probationary employees. Employees will be laid off by seniority.
- b) Bumping: In the event the employee is laid off, the employee will be allowed to bump any other employee within their own department with less seniority. If an employee in another bargaining unit position has less seniority they can be bumped as long as the person being laid off has previously worked in that department or has experience and training in that position within the facility; an employee subject to lay-off may fill any vacancy that is to be filled for which he/she is qualified.
- c) An employee subject to layoff may, when no vacancy exist, bump the least senior employee in any classification for which the employee is qualified and able to demonstrate that he/she can perform the duties of that classification at the level of standards as established by the employer provided that he/she has more seniority than the employee to be bumped.

**8. Recall**

- a) Probationary Employees who have been placed on layoff shall have no recall rights.
- b) Non-probationary Employees who have been placed on layoff will be put on a 12 month rehire list and will be offered recall in inverse order of layoff if a bargaining unit vacancy within their last job classification is to be filled or to any other vacancy for which they are qualified. After 12 months on layoff all rights to recall are lost.
- c) Northwoods at Rosewood Gardens Employees who are on lay off and are on a preferred eligibility recall list shall be offered work for which they are qualified and/or certified prior to utilization of Temporary or Agency workers.

**7. Workweek:**

The regular fulltime workweek will be thirty-seven and one-half (37.5) hours paid.

**5. Overtime:**

Approved overtime will be paid after forty hours (40) hours worked in a workweek. All overtime will be paid at time and one-half ( $1\frac{1}{2}$ ) of the Employee's base hourly rate. All overtime must be pre-approved by the Department Head or Designee. Paid time off shall not be used in the calculation for overtime or eligibility for overtime. An employee who works a full-second consecutive shift of 7.5 hours or more shall receive time and one-half ( $1\frac{1}{2}$ ) for all hours worked on this second shift.

**6. In-Service Training Mandatory Meetings:**

Any Employee required by the Employer to spend time in participation in/or attending training or educational programs which are held at times other than during the Employee's regularly scheduled work period shall be deemed work time and shall be paid in accordance with the hours provision of this agreement.

**7. Weekends:**  
Employees upon hire shall be scheduled for every other weekend off, except alternate weekend schedules may be established between the Employer and Employee. In emergency staffing situations, an Employee may be scheduled to work additional weekend shifts.

**HOURS OF WORK AND OVERTIME**

**1. Work Schedules:**

The Employer will post the tentative four (4) week work schedule 7 days prior to effective date. Once the schedule is posted, it may be changed to meet staffing needs. However, Employees may request management to exchange days off with other Employees in the same classification provided no overtime results, and the Employee receive permission from the employer, and scheduling considerations shall be made in writing at least two (2) weeks prior to the schedule posting.

**2. Meal Period:**

Employees working a shift of six (6) hours or more shall receive a thirty (30) minute unpaid meal break which must be taken within the shift. In addition, Employees working a full 7.5-hour shift shall be entitled to two (2) paid rest periods of fifteen (15) minutes in each working day. Meal and rest breaks shall be scheduled by the Department Head or Designee.

**3. Workday:**

The regular fulltime workday will be (7.5) hours paid with a one-half ( $1/2$ ) hour unpaid lunch.

**4. Workweek:**

The regular fulltime workweek will be thirty-seven and one-half (37.5) hours paid.

## HOLIDAYS

Fulltime Employees shall receive the following (Part-time employees will receive prorated benefit, Per Diem employees do not receive Holiday Benefit):

1. 7 recognized Holidays (6 paid holidays + 1 floating Holiday); (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).
2. Eligible after 30 days of continuous employment
3. Floating Holiday is any other holiday or day of your choice.
4. Holidays are calculated on the basis of one day equals seven and one-half (7.5) hours of pay.
5. Holiday pay starts with the 7 am - 3 pm shift on the Holiday and ends with the 3 pm - 11 pm shift of the Holiday. Holiday pay starts on the eve of the Holiday for 11 pm - 7 am shift.
6. Employee must work their last scheduled shift prior to the holiday and their first scheduled shift following the holiday, unless excused for paid leave or otherwise excused at the employer's discretion, to be eligible for holiday pay.
7. Because of the nature of healthcare, we must schedule 24 hour-a-day, 7 day-a-week coverage. Scheduling holiday work is the responsibility of the Administrator and Department Heads.
8. If a Holiday falls during a period in which an Employee is on an approved leave of absence, the holiday is forfeited.
9. An Employee who is required to work on a holiday recognized under this agreement the employee will be paid one and one-half ( $1\frac{1}{2}$ ) times their regular hourly base rate for all hours worked. In addition, receive the Holiday pay as stated above.
10. Holiday pay will be paid the week of the Holiday whether worked or not.
11. Full-time and part-time employees will work every other holiday.

## VACATION

Eligibility: Accrued after 6 months continuous employment:

1. Employees will accrue vacation from the first day of official duty in fulltime or part-time status and can start taking this accrued vacation time after 6 months of continuous service at which time Employee will be entitled to one-half of the annual vacation. (LPNs can take accrued vacation after 90 days).
2. Vacations are accrued as follows: (fulltime)
  - Upon hire through 5 years of continuous employment, Employee will accrue approximately 1.44 hours per pay period (.75 hours per year).
  - After 5 years of continuous employment, vacation allowance will be increased to 112.50 hours per year (accruing 2.16 hours per pay period).
  - After 10 years of continuous employment, vacation allowance will be increased to 150 hours per year (accruing 2.88 hours per pay period)
3. Vacation will be limited to one week at a time for those who are eligible for more than two weeks, unless otherwise approved by management.
4. Vacation requested less than two (2) months in advance shall be on a first come, first serve basis. When vacation time is requested at least two (2) months in advance and a conflict between Employees occurs, seniority shall prevail.
5. Vacation will be scheduled according to date of request and scheduling needs. The Employer retains the right to grant or deny all vacation requests and revoke approved vacations based on staffing needs. Approval shall not be unreasonably denied.
6. Employees do not accrue vacation credit during a period of disability, leave of absence or in an unpaid status for any reason.
7. Employees are allowed to "carry over" a maximum of .75 hours of vacation time from year to the next at the Employee's anniversary date.
8. Vacation time for part-time Employees (less than 36 hours per week, but more than 18.75 hours per week), will be prorated as herein.
9. Splitting vacations: An Employee is not required to take their vacation all at one time, but time can be taken in increments of seven and one-half (7.5) hours.

VACATION - continued

10. Early receipt of vacation pay: Vacation pay is not payable prior to a scheduled vacation.

11. Payment upon termination of employment: Employees who voluntarily terminate employment, after completing at least one year of service, will receive accrued vacation, provided at least three (3) weeks notice is given, and the Employee leaves in good standing.

PERSONAL DAYS

All fulltime employees accrue four (4) personal days per year.

1. After the completion of 90 days continuous employment, the Employee shall be credited with the annual total of four days (30 hours) of personal time. (LPNs will be credited after 45 days).
2. Personal time must be pre-approved by your Department Head, but will not be unreasonably denied. Time remaining at the end of the calendar year is forfeited unless the employee has requested the use of the day(s) at least 30 days prior to the end of the calendar year, not more than two employees in a unit or department have requested the same day off and the day off was denied by the employer.
3. Part-time employees (at least 18.75 hours per week but less than 36 hours per week) shall receive prorated time based on the formula in Article on Categories of Employment.
4. Benefit time shall be capped at 100 hours which shall be accumulated during working periods.
5. When an Employee is unable to work due to personal injury or illness, which creates an unscheduled absence that does not qualify for workers compensation or disability benefits, sick leave will be paid out. If there is insufficient earned sick time, personal time will be used. If there is no available personal time, then vacation time will be paid out. When an absence occurs due to NYS Disability Payment Leave the Employee shall have the option of using earned sick leave, vacation and/or personal leave to offset any non-paid days.
6. At no time will there be time off granted without pay (exception; approved leaves of absences, disabilities, workers comp, etc.)
7. Employee must call in at least two (2) hours prior to their shift to be eligible for paid leave. This two (2) hour requirement may be waived by the employer in emergency situations. Sick leave is paid at the Employee's regular hourly rate.
8. If an Employee is hospitalized or is absent three (3) consecutive working days, or has an unacceptable pattern of absences, an acceptable medical release will be required prior to return to work.
9. Employees who leave work early for personal illness will receive sick pay for hours missed, per number five (5) above.
10. Employee may use sick leave for up to 2 days on a Saturday and/or Sunday within a calendar year. The employer has the option of assigning an Employee on another weekend shift (make up) within a ninety-day period. After this ninety-day period, the Employee will not be required to make up this time.
11. Accrued sick leave may be used to supplement Worker's Compensation or NYS Disability Insurance benefits on a prorated basis up to a total of 100% of his/her regular pay.

SICK LEAVE

All full time employees accrue eight (8) sick days per year. Sick leave is available for absences due to personal illness or injury for eligible Employees.

## **MANAGEMENT RIGHTS**

The Management of Northwoods at Rosewood Gardens and the direction of the work force are vested solely and exclusively with the Employer; subject only to the restrictions and regulations as specifically stated in this Agreement. The Employer retains the sole and exclusive right to hire, discipline, discharge, layoff, recall, assign and promote, and to determine and/or change the starting and ending time of any shift(s) and the number or hours to be worked; to promulgate rules and regulations; to assign duties to the work force; to reorganize, discontinue or enlarge any departments; to transfer Employees within departments, to other departments, to other classifications and to other shifts; and/or work schedules; to introduce new methods or facilities, to reclassify positions, and to establish the means necessary to carry out the customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

## **DISCHARGE AND PENALTIES**

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.
2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of the discharge or suspension. In such event, the dispute shall be submitted and determined under the Grievance procedure hereinafter set forth, however commencing at Step 2 of the grievance machinery. If the Union notice of contest is given from six (6) days to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.
3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.
4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.
5. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

## **RESIGNATION**

An Employee who resigns shall give the Employer three (3) weeks advance written notice.

## GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:
  - Step 1: Within sixty (60) days from the occurrence or when the members should reasonably have had knowledge of the occurrence (except as provided in Article XXXIX, an Employee having a grievance and/or their Union delegate or other representative shall take it up with their Department Head by providing the complaint and remedy in writing. The employer shall meet with Union and Grievant(s) within ten (10) working days after the presentation of the grievance in Step 1.
  - Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. A grievance at this step will be presented in writing to the Corporate Human Resources Director of the Employer, or their designee. A grievance meeting will be scheduled within ten (10) working days for mutually agreeable date and time during normal business hours. The Corporate Director of Human Resources shall answer in writing within five business days to the Union representative.
- The above time limits shall apply to grievances presented at Step 2 on or after October 3, 2002.
- All second step decisions will be mailed to the Organizer or Vice President in care of Union Headquarters (155 Washington Avenue, Albany, NY 12210) and a copy given to the Delegate who handled the case.
  - Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance.
- Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially in Step 1 by notice in writing address to the Union Headquarters (155 Washington Avenue, Albany, NY 12210).
- All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.
- A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Delegate and/or Union representative.

## ARBITRATION

1. Upon request of either party, a grievance filed for an alleged incident occurring after ratification of this agreement which is not resolved at the final step can be submitted to mediation within ten (10) working days after the completion of the final step of the Grievance Procedure. The parties shall utilize the New York State Labor Board to administer the mediation procedure under this agreement. Cost of the mediator will be borne equally by the Parties, if applicable.
2. In the event that a grievance is not resolved through the above Grievance Procedure or Mediation Procedures then the grievance may be submitted to Arbitration within twenty (20) days of the decision at Step 2, or twenty (20) days from failing to reach agreement in mediation by the filing of a written demand for arbitration to the Federal Mediation and Conciliation Service. A copy of this demand must be sent to the other party.
3. The decision of the Arbitrator shall be final and binding on both parties.
4. The arbitrator may not add to, delete from, or otherwise modify the language of this contract.
5. The date and time for all arbitration hearings and meetings shall be agreed upon by the arbitrator, union and employer. If the Union and Employer cannot agree on a date and time, the decision of the arbitrator shall be binding.
6. The parties shall share the cost of the arbitrator.
7. Each party shall be responsible for the costs of their own representation in all mediation and arbitrations proceedings.

## SUBCONTRACTING

Recognizing that in health care, there is blending of duties that require Employees to share work responsibilities. Non-bargaining unit Employees of Northwoods at Rosewood Gardens shall not replace bargaining unit Employees except in an emergency basis. Northwoods at Rosewood Gardens will not subcontract any bargaining unit work that has not been subcontracted in the past or is currently being subcontracted, with the exceptions as set forth below.

The following areas of bargaining unit work may be subcontracted as determined necessary by the employer and pursuant to past practice.

List is illustrative only:

- Accounting Services
- Ausul System Maintenance
- Elevator Maintenance
- Extermination Services
- Fire Alarm Maintenance and Monitoring
- Fire Extinguisher Maintenance
- Generator Maintenance
- HVAC System Maintenance
- Kitchen Cleaning and Maintenance (non-routine)
- Lawn Care
- Maintenance - General Carpentry or other Project Work
- Medical Records
- Painting
- Refuse and Medical Waste
- Secretarial Services
- Snow Plowing

Other areas as determined by past practice.

## BEREAVEMENT LEAVE

1. All fulltime Employees who have completed the ninety (90) day probationary period will be eligible for up to three (3) consecutive days of paid bereavement leave for scheduled days missed in the event of a death in the Employee's immediate family. Immediate family is defined as the Employee's brother, sister, mother, father, stepparent, current spouse or child, grandparent or grandchild (legal definition). Such three (3) days must be taken consecutively from the day of death or day of the funeral and may not be split or postponed. Bereavement leave will be used for making funeral arrangements, attendance at wake, funeral, the grieving process and travel.
2. Payment for each day of the bereavement leave shall be equal to the Employee's regular base hourly rate.
3. Employee may use personal time to extend their bereavement leave upon approval from the Employer.
4. Weekends missed for bereavement do not have to be made up.
5. Part-time Employees will receive prorated benefit based on the above criteria.

## JURY DUTY

1. Time off shall be granted to any Employee who is called for jury duty. The Employee will continue to receive their regularly scheduled base rate for scheduled workdays absent due to jury duty up to a total of five (5) days per year. Any payments received from the County for serving on Jury Duty must be remitted to the Business Office within five (5) days of receipt of payment except for mileage. Any Employee not selected for given day shall work their scheduled shift. This includes all Employees.
2. If an Employee is selected to report for jury duty and is released after less than four (4) hours, they shall report for work if there is at least two hours left in their schedule shift.

## LEAVE OF ABSENCE

1. All leaves of absence shall be granted in compliance with the Family Medical Leave Act as may be amended. Such compliance shall not diminish any additional rights afforded by the language in this contract.
2. Military leave: Leaves of absence for officially ordered performance of duty with the U.S. Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.
3. At the conclusion of a FMLA leave of absence due to the Employee's injury or illness, the Employee shall be entitled to a nine (9) month unpaid leave of absence for this specific illness or injury only, upon written request. The employee shall be fully responsible for the full monthly health insurance premium for the duration of the unpaid leave of absence. The Employee shall be entitled to return to their current job classification.
4. If the injury or illness was covered by Workers Compensation benefits and the Employee has exhausted their FMLA and additional nine (9) month unpaid leave or the employee's length of service, whichever is less, they shall be eligible for preferred hire status for up to one (1) year from the beginning of this disability in their past job classification. The Employee must meet all new hire requirements for the position.
5. The employer may fill a vacancy created by a leave granted under this article with a temporary or agency worker for the full duration of the approved leave.

## PERSONNEL FILES

1. An Employee shall be permitted to examine their personnel file during the normal Human Resources hours between 9:00 am - 5:00 pm. Such request must be in writing, and will be honored within a reasonable period of time and scheduled in advance by the Director of Human Resources or her/his designee.
2. No material will be removed from the file and an employer representative must be present during the review by the Employee.
3. No disciplinary material shall be placed in an Employee's file unless the Employee has an opportunity to sign it.
4. Upon request Employees can get a copy of any disciplinary notices and evaluations.
5. An Employee has the right to attach their own views to any disciplinary record in their personnel file.
6. Employee may have a Union representative attend the examination of the personnel file along with the employee, if they so desire.

## PENSION

The Employer shall maintain its current voluntary 401K pension program requiring no payment by Employer, and Employees will not be required to contribute to the Plan.

Effective April 1, 2009, the Employer will begin to participate in the Services Employees Pension Plan of Upstate New York, and will contribute twenty cents (\$.20) per hour worked, for all full time/part time benefit earning employees only.

The Employer agrees to be bound by all terms, conditions, rules and regulations of the Pension Fund, which now exist or become adopted including, but not limited to, the Restated Declaration of Trust Agreement and any amendments to it, and the Collection Policy and any amendments to it, as if the terms, conditions, rules and regulations were fully incorporated in the Parties collective bargaining agreement.

The Employer further agrees that in the event of any inconsistencies and/or ambiguity between the collective bargaining agreement and Fund's documents, including its rules, regulations and Collections Policy, the Fund's documents, rules and regulations will control including, but not limited to, those rules regulations and documents concerning collection of fringe benefit contributions.

The Employer agrees to enroll each covered Employee using the Fund's enrollment Card and forward it to the Fund Office as soon as possible after the date of hire.

The Employer agrees to provide the Fund office each covered Employee's full name, address, Social Security Number, date of hire, employment status and date of birth with his/her first month's payment.

The Employer agrees to pay monthly contributions for eligible newly hired Employees beginning the first day after successful completion of their probationary period.

Contributions will be made payable and remitted to the Service Employees Pension Fund of Upstate New York monthly. Payment for the hours paid in the preceding month shall be paid no later than the 15<sup>th</sup> day of the following month.

## INSURANCE

The Employer will make available to eligible Employees at least two (2) health insurance plans, and will provide for a percentage of the total monthly premium, as defined below, of the least expensive plan offered, for full-time Employees, and pro-rated for part-time Employees, who work more than 18.75 hours, at fifty (50%) percent of the full time reimbursement.

Employees may choose the more expensive plan, but the Employer's contribution to the monthly premium will be capped at the dollar amount based on the least expensive plan offered by the Employer.

Collective Bargaining Agreement - Northwoods at Rosewood Gardens - 1/1/06

## INSURANCE - continued

The Employer shall have the right to choose the plans offered to Employees, so long as the level of health, hospitalization, prescription and other benefits provided by the plan and the scope of the provided panel are substantially equivalent to the plans offered on the effective date of this Agreement.

All Employees who are covered or eligible for coverage under any other health insurance program, either individually or as a member of a family, or spouse's program, shall not be eligible for Employer contributions for any health insurance coverage, individually, two person, family or otherwise.

## PERCENTAGE OF PREMIUM PAID BY EMPLOYER

DATE	INDIVIDUAL	2-PERSON	FAMILY
1/1/06	100%	45%	45%
1/1/07	100%	50%	50%
1/1/08	100%	65%	65%
1/1/09	100%	65%	65%

Dental Insurance: The Employer shall contribute \$3.00 a month for full-time, and \$1.50 a month for part-time Employees hired more than 18.75 hour per week, for dental insurance coverage.

## SAFETY AND HEALTH

1. The Employer agrees to provide a safe and healthful work environment for Employees.
2. An Employee will be provided appropriate light duty work if available within his/her job classification or related classification within the same pay scale. The employer shall make reasonable, good faith effort to establish light duty assignments.

Collective Bargaining Agreement - Northwoods at Rosewood Gardens - 1/1/06

## **NO STRIKE OR LOCKOUT**

1. No Employee shall engage in any strike, slowdown, stoppage, cessation or interruption of work or other interference with the operations of the employer.
2. The union, its officers, and staff or members shall not in anyway assist, encourage or sanction any strike, slow-down, stoppage, cessation, or interruption of work or other interference with the operations of the employer.
3. The employer agrees that it will not lock out Employees during the term of this agreement.

## **UNION SECURITY/DUES CHECK-OFF**

Effective upon ratification (May 23, 2003), a modified Union Shop and dues check off will be incorporated so that all employees who are currently members of 1199 and all employees hired after the date of ratification shall be required to become members of 1199, as a condition of continued employment. Current members are defined as those employees who signed an authorization card with 1199 SEIU on or after March 3, 2003.

1. All Employees on the active payroll as of the contract effective date (May 22, 2003) who are not members of the union, shall not be required to become members of the union as a condition of employment, for the entire period of time they are continually employed at the facility.
2. All Employees hired after the contract effective date (May 23, 2003), must become members of the Union, as a condition of employment.
3. The Union agrees that it will indemnify and hold the employer harmless from any recovery of damages sustained by reason of any kind under this article.
4. (a) Upon receipt of written authorization by an Employee on the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular dues and initiation fee as fixed by the Union. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of the Employees for the preceding pay periods within that month.

- (b) At the written request of the Union, the Employer shall deduct from the wages due an affected Employee the amount stated by the Union as unpaid dues and/or initiation fees as follows:

Once a year the Union may supply the Employer with two copies of a report ("Annual Dues Report") upon which the Employer may rely as correctly stating the amount of unpaid dues owed by Employees pursuant to a previously executed Authorization form (Exhibit A), and may request that the Employer deduct said amount(s) from the wages due such Employees.

- (c) Every six months the Union may supply the Employer with two copies of a report ("Six Month Report") listing those Employees for whom no dues and/or initiation fees have been paid pursuant to a previously executed authorization form (Exhibit A), and may request that the Employer deduct said amounts) from the wages due such Employees.

## **LABOR-MANAGEMENT CONFERENCES**

The parties agree that during the life of this Agreement, up to four (4) representatives shall be designated by each party to meet quarterly to discuss problems, concerns, suggestions, ideas, health and safety issues related to the facility for the purpose of promoting better understanding with the other.

## UNION SECURITY/DUES CHECK OFF - continued

- (d) Annual Dues Report will cover dues payable based on wages earned (as defined by the Union) during twelve month periods ending December 31 of each year. Six Month Reports will cover dues and/or initiation fees payable based on wages earned during six month periods ending on June 30<sup>th</sup> and December 31<sup>st</sup> of each year. The foregoing dates and periods shall apply to all Employees irrespective of individual anniversary dates.
- (e) The Employer will not be required to attempt to recover unpaid dues or initiation fees for Employees who have terminated.
6. The Employer shall be relieved from making such "check off" deductions upon (a) termination layoff from work, or (b) transfer to a job other than one covered by the bargaining unit, or (c) authorization in accordance with its terms or with applicable law, or (f) written notice by Employee to discontinue deductions. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employee will immediately resume the obligation of making said deductions.
7. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.
8. The Employer agrees to furnish the Union quarterly with the names of newly hired Employees, their addresses, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.
9. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit same to the Political Action Fund as the Employee's voluntary contribution to said Fund.
10. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from the deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceedings by any government agency or by any groups.
11. All fulltime unit employees as of 1/1/2002, and still employed by Facility on March 15, 2003 shall not be laid off during the life of this agreement.

## WAGES

The following increases will be effective and payable on the employees anniversary date:

a) 2006	3.00%
b) 2007	3.00%
c) 2008	3.00%
d) 2009	3.00%

## GENERAL WAGE INFORMATION

1. Based on recruitment needs the employer reserves the right to increase the hiring base hourly rate in any job classification. Should the employer adjust the hiring base hourly rate by an amount greater than the negotiated increase within the affected job classification for that year, the employer will

increase the hourly base rate for all employees in the affected job classification by the cents per hour amount that is greater than the negotiated increase within the affected classification. This increase will take effect on the first payroll period following the increase in the hiring base hourly rate.

### 2. Shift Differential:

Nursing employees who works between 3:00 p.m. and 5:00 am and the majority of these work hours fall during this time frame will receive a \$1.00 shift differential on their base hourly rate.

### 3. Weekend Differential:

Employees who works between 7:00 a.m. on Saturday and 7:00 am on Monday shall receive a weekend differential of Nursing - \$1.00, Non-Nursing - \$.50 on their base hourly rate for hours worked during this time frame.

### 4. Promotions:

In the event that an Employee is promoted (i.e. accepted into a position that has higher starting wage than their current position), the employee shall receive the minimum hourly rate for the new job classification or receive a minimum of 50¢ per hour, whichever is greater.

#### CHILD CARE

The Employer shall continue to contribute to the 1199 Employer Child Care Fund at a rate of one-half percent (.5%) of gross bargaining unit payroll monthly to the 1199 Employer Child Care Fund and shall comply with the terms of the Funds Trust Agreement.

#### TRAINING AND UPGRADING

Effective November 1, 2009, the Employer shall become a contributing Employer to the Upstate 1199 SEIU Training and Upgrading Fund. The contribution to the Fund shall be an amount equal to one-half percent (.5%) of the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

The Employer shall be bound by the funds trust agreement and the decisions of the Trustees pursuant to the trust agreement.

#### DURATION OF AGREEMENT

This agreement shall be in full force and effect for the period commencing January 1, 2006 and ending December 31, 2009.

1. No Article, section, or subsection shall be retroactive and only those items specifically incorporated in this agreement shall be binding on the Employer or its agents.
2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth day immediately preceding the termination date of the Agreement.

IN WITNESS WHEREOF, the union and the Employer have executed this Agreement this 1<sup>st</sup> day of January 2006.

1199 SEIU United Healthcare Workers East

By:

Dennis Rivera, President

Northwoods at Rosewood Gardens

By:

Sigmo Nachum, Member of LLC

Attachments:

Memorandum of Agreement  
Rosewood Gardens Minimums  
NLRB Case #3-RC-11195



Brothman at Rosewood / Nederland Center Nursing Home

DATE: 1/26/09

MEMORANDUM OF AGREEMENT

ALL OF THE PROVISIONS OF THE CONTRACT THAT EXPIRED ON DECEMBER 31, 2005, SHALL CONTINUE, EXCEPT FOR THE FOLLOWING ITEMS, WHICH FORM THE BASIS OF THE TENTATIVE AGREEMENT:

1) CONTRACT DURATION: 1/1/06 THRU 12/31/09

2) WAGES/MINIMUMS:

A) MINIMUMS:

- 1) MINIMUMS AS OF 12/31/05 TO REMAIN IN EFFECT THROUGH DECEMBER 31, 2006.
- 2) MINIMUMS FROM 1/1/07 THRU 12/31/09 ARE ATTACHED.

B) WAGES:

- 1) THE FOLLOWING INCREASES WILL BE EFFECTIVE AND PAYABLE ON THE EMPLOYEE'S ANNIVERSARY DATE:

a) 2006	3.00 %
b) 2007	3.00 %
c) 2008	3.00 %
d) 2009	3.00 %

*Roy Johnson*

3) HEALTH INSURANCES:

- A) THE EMPLOYER WILL MAKE AVAILABLE TO ELIGIBLE EMPLOYEES AT LEAST TWO (2) HEALTH INSURANCE PLANS, AND WILL PROVIDE FOR A PERCENTAGE OF THE TOTAL MONTHLY PREMIUM, AS DEFINED BELOW, OF THE LEAST EXPENSIVE PLAN OFFERED, FOR FULL TIME EMPLOYEES AND PRORATED FOR PART TIME EMPLOYEES, WHO WORK MORE THAN 18.75 HOURS, AT 50% OF THE FULL TIME REIMBURSEMENT.

- B) EMPLOYEES MAY CHOOSE THE MORE EXPENSIVE PLAN, BUT THE EMPLOYER'S CONTRIBUTION TO THE MONTHLY PREMIUM WILL BE CAPPED AT THE DOLLAR AMOUNT BASED ON THE LEAST EXPENSIVE PLAN OFFERED BY THE EMPLOYER.

- C) THE EMPLOYER SHALL HAVE THE RIGHT TO CHOOSE THE PLANS OFFERED TO EMPLOYEES, SO LONG AS THE LEVEL OF HEALTH, HOSPITALIZATION, PRESCRIPTION AND OTHER BENEFITS PROVIDED BY THE PLAN AND THE SCOPE OF THE PROVIDER PANEL ARE SUBSTANTIALLY EQUIVALENT TO THE PLANS OFFERED ON THE EFFECTIVE DATE OF THIS AGREEMENT.

D)

ALL EMPLOYEES WHO ARE COVERED OR ELIGIBLE FOR COVERAGE UNDER ANY OTHER HEALTH INSURANCE PROGRAM, EITHER INDIVIDUALLY OR AS A MEMBER OF A FAMILY, OR A SPOUSE'S PROGRAM, SHALL NOT BE ELIGIBLE FOR EMPLOYER CONTRIBUTIONS FOR ANY HEALTH INSURANCE COVERAGE, INDIVIDUALLY, TWO PERSON, FAMILY OR OTHERWISE.

PERCENTAGE OF PREMIUM PAID BY EMPLOYER

DATE	INDIVIDUAL	2-PERSON	FAMILY
1/01/06	100%	45%	45%
1/01/07	100%	50%	50%
1/01/08	100%	65%	65%
1/01/09	100%	65%	65%

4) PENSION:

- A) EFFECTIVE APRIL 1, 2009, THE EMPLOYER WILL BEGIN TO PARTICIPATE IN THE SERVICE EMPLOYEES PENSION PLAN OF UPSTATE NEW YORK, AND WILL CONTRIBUTE \$20 CENTS PER HOUR WORKED, FOR ALL FULL TIME/PART TIME BENEFIT EARNING EMPLOYEES ONLY.

*M. Roy Johnson*

5) TRAINING FUND:

- A) EFFECTIVE NOVEMBER 1, 2009, THE EMPLOYER WILL BEGIN TO PARTICIPATE IN THE SEIU 1199 TRAINING FUND PLAN OF UPSTATE NEW YORK, AND WILL CONTRIBUTE ½ % OF GROSS UNIT PAYROLL.

6) MODIFIED UNION SHOP:

- A) LANGUAGE/WORDING IN THE 5/21/03 AGREEMENT FOR A MODIFIED UNION SHOP SHALL REMAIN IN EFFECT DURING THE DURATION OF THIS CONTRACT. ONLY EXISTING DUES PAYING MEMBERS AND ANY FUTURE EMPLOYEES HIRED SHALL BE REQUIRED TO BECOME MEMBERS OF LOCAL 1199 SEIU AS A CONDITION OF CONTINUED EMPLOYMENT.

*M. Roy Johnson*

*R*

1/26/09

CHANGES IN CONTRACT LANGUAGE:

A) THE FOLLOWING CHANGES TO THE CURRENT CONTRACT LANGUAGE ARE TO BE EFFECTIVE UPON RATIFICATION OF THE CONTRACT:

1) VACATION (PAGE 10, PARAGRAPH #9):

- A) DELETE CURRENT LANGUAGE.
- B) REPLACE LANGUAGE WITH THE FOLLOWING:

"AN EMPLOYEE IS NOT REQUIRED TO TAKE THEIR VACATION ALL AT ONE TIME, BUT TIME CAN BE TAKEN IN INCREMENTS OF 7 1/2 HOURS AT A TIME."

2) HOLIDAY (PAGE #9):

A) NEW #11 AS FOLLOWS:

"FULL TIME AND PART TIME EMPLOYEES WILL BE REQUIRED TO WORK EVERY OTHER HOLIDAY."

SIX TERMS OF THIS LAST, BEST AND FINAL EMPLOYER PROPOSAL ARE AGREED TO. IMPLEMENTATION OF THESE TERMS WILL NOT BE DONE UNTIL A FULLY WRITTEN AND SIGNED AGREEMENT IS IN HAND BY BOTH EMPLOYER AND UNION.

Implementation of the terms of this last best and final agreement will occur upon the signing of a collective contract which will occur  
by 2/15/06

OR The Union

A. Julie S. Smith  
1/26/06

Further action 1/26/06  
Left by Kotay  
1/26/06

R. Beck 1/26/06

Julie S. Johnson 1/26/06

Signature: Julie S. Johnson  
Amelia Brown 1/26/06

Denise King 1/26/06

J. Kline 1/26/06

Ben

**EXHIBIT B**

**SETTLEMENT AGREEMENT  
FOR HEALTH INSURANCE GRIEVANCE AND ARBITRATION**

119SEIU United Healthcare Workers East ("1199" or "Union") and Northwoods Rehabilitation & Extended Care Facility at Rosewood Gardens and Guilderland Center Nursing Home ("Employers"), hereby resolve NYSERS Case No. AMD6-7 as follows:

**EXISTING EMPLOYEES**

For employees who were hired prior to January 1, 2006, the Employer will provide contributions toward monthly health insurance premiums as set forth below:

**Year 2006 - Single:** For single coverage, Employer will contribute 100% of the least expensive plan for single coverage (the "Single Coverage Amount").

**2 Person:** For 2 person coverage, the Employer will make contributions in an amount equal to the sum of (a) the Single Coverage Amount and (b) 45% of the difference between the premium for the least expensive 2 person plan and the Single Coverage Amount.

**Family:** For Family Coverage, the Employer will make contributions in an amount equal to the sum of (a) the Single Coverage Amount and (b) 45% of the difference between the least expensive plan for family coverage and the Single Coverage Amount.

In the event an Employee chooses a health insurance plan that is not the least expensive plan, then the Employer shall pay the portion of the premium as set forth above and the Employee shall be responsible for paying the difference.

For 2006, no Employee may change his/her coverage option (i.e. single, 2 person or family coverage) unless the change is precipitated by the occurrence of a qualifying event in accordance with the guidelines of the health insurance carrier. In such cases, the Employee must provide appropriate documentation establishing the occurrence of the qualifying event.

Upon completion of the weekly insurance calculations, existing employees who currently have 2 person or family coverage will receive retroactive payments from January 1, 2006.

**Year 2007 - Single:** For single coverage, Employer will contribute 100% of the least expensive plan (the "Single Coverage Amount").

**2 Person:** For 2 person coverage, the Employer will make contributions in an amount equal to the sum of (a) the Single Coverage Amount and (b) 50% of the difference

between the amount for the least expensive plan for 2 person coverage and the Single Coverage Amount.

Family: For family coverage, the Employer will make contributions in an amount equal to the sum of (a) the Single Coverage Amount and (b) 50% of the difference between the amount of the least expensive plan for family coverage and the Single Coverage Amount.

In the event an Employee chooses a health insurance plan that is not the least expensive plan, then the Employer shall pay the portion of the premium as set forth above and the Employee shall be responsible for paying the difference.

For 2007, an Employee may change his/her coverage option from single to 2 person and from 2 person to family coverage during the open enrollment period (which is currently December 2006) with the changes to be effective January 1, 2007 or upon the occurrence of a qualifying event. In cases involving a change resulting from a qualifying event, the Employee must provide appropriate documentation establishing the occurrence of the qualifying event. If an employee changes coverage from single to family coverage for any reason other than the occurrence of a qualifying event, the Employer contribution will be equal to the amount that the Employer would contribute to family coverage for a new hire in 2007.

Year 2008 & 2009 -

Single: For single coverage, Employer will contribute 100% of the least expensive plan (the "Single Coverage Amount").

2 Person: For 2 person coverage, the Employer contribution will be in an amount equal to the sum of (a) the Single Coverage Amount and (b) 65% of the difference between the amount for the least expensive plan for 2 person coverage and the Single Coverage Amount.

Family: For family coverage, the Employer contribution will be in an amount equal to the sum of (a) the Single Coverage Amount and (b) 65% of the difference between the amount for the least expensive plan for family coverage and the Single Coverage Amount.

For years 2008 and 2009, an Employee may change his/her coverage (i.e. single, 2 person or family coverage) in a manner consistent with the applicable insurance plans, without regard to the restrictions of this agreement.

**NEW HIRE(S):**

For all Employees hired on or after January 1, 2006, the Employer will provide contributions toward monthly health insurance premiums as set forth below:

**Year 2006 - Single:** For single coverage, the Employer will contribute 100% of the least expensive plan (the "Single Coverage Amount").

**2 Person:** For 2 person coverage, the Employer will contribute 45% of the amount of the premium for the least expensive plan for 2 person coverage.

**Family:** For family coverage, the Employer will contribute 45% of the amount of the least expensive plan for family coverage.

In the event an Employee chooses a health insurance plan that is not the least expensive plan, then the Employer shall pay the portion of the premium as set forth above and the Employee shall be responsible for paying the difference.

**Year 2007 - Single:** For single coverage, the Employer will contribute 100% of the least expensive plan (the "Single Coverage Amount").

**2 Person:** For 2 person coverage, the Employer will contribute 50% of the amount of the premium for the least expensive plan for 2 person coverage.

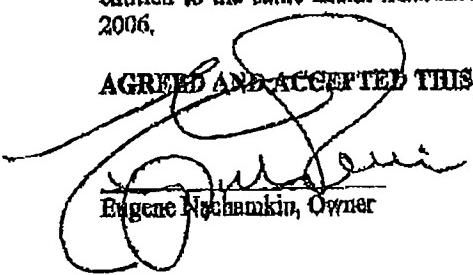
**Family:** For family coverage, the Employer will contribute 50% of the amount of the least expensive plan for family coverage.

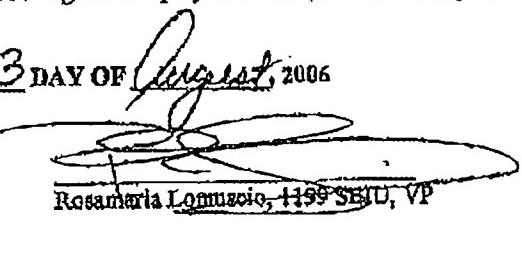
In the event an Employee chooses a health insurance plan that is not the least expensive plan, then the Employer shall pay the portion of the premium as set forth above and the Employee shall be responsible for paying the difference.

**Years 2008 & 2009 --**

Effective January 1, 2008, Employees hired on or after January 1, 2006 shall be entitled to the same health insurance coverage as Employees hired prior to January 1, 2006.

AGREED AND ACCEPTED THIS 3 DAY OF August, 2006

  
Eugene Nekomkin, Owner

  
Rosamaria Lomazzo, 1199 SEIU, VP